

AG Contract No. KR02-1251TRN
ADOT ECS File No. JPA 02-67
Project:: East Flagstaff Traffic Interchange
TRACS No.: 040CN202H5106 010 P
Section: I-40 / US 89 East Flagstaff
(Traffic Interchange)
Advance Funding for Design

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 31st October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, 9-240 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has programmed for the design of the East Flagstaff Traffic Interchange (TI) (also known as the Country Club TI) in the State's 2003 – 2007 5-Year Program in Fiscal Year (FY) 2006. The City requests the State accelerate the design of the East Flagstaff TI to FY 2003 and is prepared to commit a total amount of \$1,000,000.00, to fund the cost of the design. The purpose of this agreement is to define each party's responsibilities associated with the accelerated funding and design of the East Flagstaff TI.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25597
Filed with the Secretary of State
Date Filed: 10/31/02

Betsy Bayless
Secretary of State

By: William V. Hasenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, assist the City in establishing an account with the State Treasurer's Office in the name of the City, with an initial deposit in the amount of \$600,000.00 and the final deposit amount of \$400,000.00 on or before July 1, 2003, (\$1,000,000.00 in total), in which to be drawn by the State on an as needed basis, to accelerate the design of the East Flagstaff TI.

b. Procure a qualified consultant through the State's consultant hiring process to assist in accomplishing the design of the East Flagstaff TI, to be advertised for design in fiscal year 2003. Administer same, and make all payments to the Consultant, in an amount up to total deposit of \$1,000,000.00.

c. Provide to State Standards design plans, specifications and such other documents and services required, suitable for construction bidding and construction. Incorporate City review comments as appropriate.

d. Upon completion of the design of the East Flagstaff TI, provide the City with a recapitulation of the design funds expended and return any unused funds, including interest earned up to the completion of design of the traffic interchange and final accounting.

e. Reimburse the City for the actual cost associated in accomplishing the design of the East Flagstaff TI, in the amount up to \$1,000,000.00, on or after July 1, 2005, with no interest. Interest will be accrued on the City's deposit noted in 1a. and will be returned as noted in 1d.

2. The City will:

a. Upon execution of this agreement, coordinate with the State's Contract Accounting Office, in establishing an account with the State Treasurer's Office in the name of the City, with an initial deposit in the amount of \$600,000.00 and the final deposit amount of \$400,000.00 on or before July 1, 2003 (\$1,000,000.00 in total), in which to be drawn down by the State on an as needed basis, to accelerate the design of the East Flagstaff TI.

b. Review the design documents and provide comments to the State in a timely manner.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said design and reimbursement described herein, provided, however, that this agreement may be cancelled at any time prior to the advertisement of the design consultant contract provided for under this agreement, with 30 days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

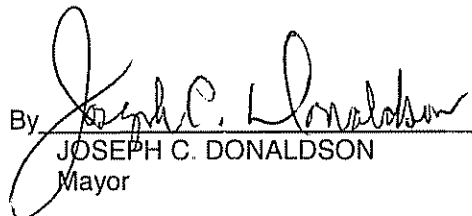
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX (602) 712-7424

City of Flagstaff
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001-5399

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

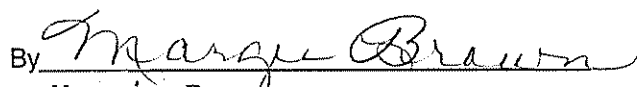
By 
JOSEPH C. DONALDSON
Mayor

STATE OF ARIZONA

Department of Transportation

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST


By 
Margie Brown
Deputy City Clerk

JPA 02-67

RESOLUTION

BE IT RESOLVED on this 24th day of July, 2002, that I, the undersigned Victor M. Mendez, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF FLAGSTAFF for the purpose of defining responsibilities associated with the accelerated funding and design of the East Flagstaff Traffic Interchange requested by the City for I-40/US 89 East Flagstaff TI.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



JOHN W. CARR, P.E., Staff Engineer
Intermodal Transportation Division
Development Group
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 2002-69

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF
TRANSPORTATION AND THE CITY OF FLAGSTAFF AUTHORIZING
ADVANCE FUNDING TO ACCELERATE DESIGN OF THE EAST FLAGSTAFF
TRAFFIC INTERCHANGE

WHEREAS, the State of Arizona, through its Department of Transportation ("State"), has programmed for the design of the East Flagstaff Traffic Interchange ("TI") in Fiscal Year 2006 as part of the State's 2003-2007 five year program; and

WHEREAS, the City of Flagstaff ("City") desires the State to accelerate the design of the TI to Fiscal Year 2003; and

WHEREAS, the State would be willing to accelerate the design of the TI if the City were willing to deposit the total amount of \$1,000,000.00 into an account with the State Treasurer's Office in the City's name ("Account") so that the State could draw down amounts from the Account as needed for acceleration of the design of the TI; and

WHEREAS, the City is willing to deposit \$1,000,000.00 into the Account to enable the State to accelerate the design of the TI, provided that upon completion of the design of the TI, any unused funds in the Account be returned to the City with interest, and that the State reimburse the City the amount of the funds from the Account which the State draws down for the design of the TI; and

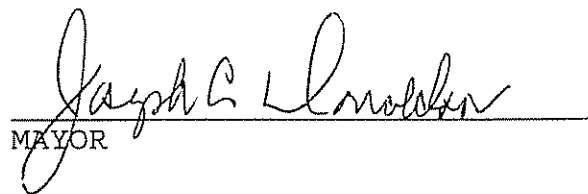
WHEREAS, the State and City staff have negotiated a proposed intergovernmental agreement ("IGA") incorporating the terms set forth above, as well as additional terms, as set forth in the IGA attached to the Staff Summary Report in support of this Resolution; and

WHEREAS, the City Council has reviewed the proposed IGA and finds that it is in the best interests of the City to enter into the IGA with the State;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Intergovernmental Agreement between the State and the City submitted as an attachment to the Staff Summary Report for the City Council meeting of October 1, 2002, be hereby approved and the Mayor be authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Flagstaff.

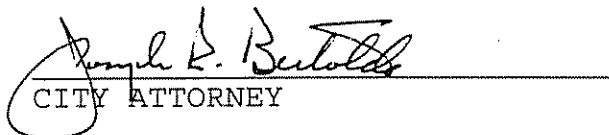
PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 1st day of October, 2002.


MAYOR

ATTEST:


CITY CLERK

APPROVED TO AS FORM:

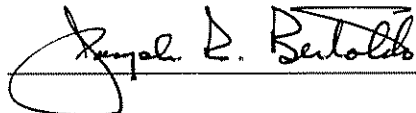

CITY ATTORNEY

JPA 02-67

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of OCTOBER, 2002.



Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646

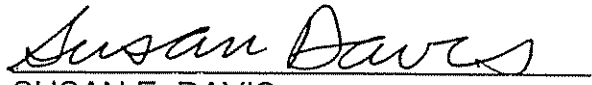
INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR02-1251TRN (JPA 02-67), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 21, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.

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